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**Collective Bargaining
Agreement**

Between

**AFT–Oregon Coast United Employees,
Local 6020,
AFT, AFL-CIO**

and

**Oregon Coast Community College
(Classified Unit)**

2019-2021

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59

60 This Agreement is made and entered into by and between Oregon Coast Community College,
61 hereinafter referred to as the College, and AFT-Oregon Coast United Employees, Local 6020, AFT,
62 AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in the
63 bargaining unit described herein.

64 **ARTICLE I – RECOGNITION**

65 The College recognizes the Union as the sole and exclusive bargaining representative for all part-time
66 and full-time non-faculty employees of the employer, excluding managers, supervisors, confidential
67 employees as defined by ORS 243.650, casual employees as defined in the Memorandum of
68 Understanding, attached as Appendix B, and instructors of non-credit, non-transferable community
69 education courses, as determined by the Employment Relations Board on May 6, 2013, Case No. CC-
70 002-13.

71 **ARTICLE II – MANAGEMENT RIGHTS**

72 Subject to the provisions of this Agreement, the College has the full right and authority to manage and
73 administer the College and its employees. This includes, but is not limited to, establishment and
74 management of properties, resources, and facilities; determination of the administrative organization;
75 determination of financial policies of the College, the appointment, direction, evaluation, discipline,
76 and supervision of employees; the right to determine educational courses and programs, curriculum,
77 and services of the College; and the number and location of job positions required.

78 Nothing in the Agreement shall limit in any way the College's right to contract or subcontract work,
79 nor shall it require the College to bargain such decisions with the Union, nor shall it require the
80 College to continue in existence any of its present courses or programs in their present form and /or
81 location or on any other such basis. This provision, however, does not limit the Union's right to bargain
82 the impact of such decisions.

83 **ARTICLE III – UNION RIGHTS AND RESPONSIBILITIES**

84 3.1 Information

85 After a unit member is hired, the College will provide the Union with the employee's name, date of
86 hire, job title, FTE appointment, College contact information (email, office number, phone extension)
87 and personal contact information (address, phone number(s), email).

88 The Union will annually provide the College with a list of its officers and representatives. A Union
89 point of contact will also be designated for receipt of College communications.

90
91 The College will abide by any law regarding Union officer access to new employees.

92
93 3.2 Communications

94 The College agrees to allow the Union reasonable use of College internal mail service, and college
95 mailboxes for official union business.

96 The College will designate two spaces at the Central Campus for bulletin boards, purchased by the
97 Union at the Union's expense and installed by the College.

98 3.3 Facilities

99 The Union may use College facilities such as classrooms or meeting rooms for official Union business
100 at no cost provided it abides by any facility usage policies.

101 3.4 Union Access

102 Representatives of the Union or any of its affiliates shall have reasonable access to all bargaining unit
103 work areas for the purposes of administering this agreement, provided that such access does not
104 interfere with the normal business of the College.

105 Union representatives who are not employees of the College must notify the College President or
106 his/her designee at least twenty-four (24) hours in advance before visiting College facilities for the
107 purposes of administering this agreement.

108 3.5 Equipment

109 Union representatives will have the same access to equipment available to the public, such as copiers
110 or computers. The College will issue the Union a copier code for use of publicly available copiers,
111 which the Union may use to make a reasonable number of copies, not to exceed 200 in a calendar year.

112
113 3.6 Release time

114 Union representatives shall be allowed reasonable release time for representational meetings and duties
115 required for contract administration.

116 The Union officers or designees shall be allowed up to three days total per fiscal year paid release time
117 to attend Union sponsored meetings, conferences, conventions or trainings. The Union agrees to
118 reimburse the College for the related payroll costs for those days.

119
120 Release time shall be scheduled with the immediate supervisor with consideration for the operational
121 needs of the College.

122 **ARTICLE IV – UNION DUES**

123 The College shall deduct monthly Union dues from the paycheck of each bargaining unit member who
124 submits a written authorization for such deduction. The Union shall specify in writing at least ten (10)
125 days prior to the end of the month names of new members, a copy of the dues deduction authorization
126 for each new member, and the dollar and /or the percentage deduction to be applied from the paycheck
127 each month.

128 The College shall remit to the Union the deductions made pursuant to this article together with the
129 names of the employees for whom the deductions were made and the amounts deducted for each
130 within ten (10) days from the payday on which the deductions were made.

131
132 The Union agrees to indemnify and hold the College harmless from any and all claims relating to any
133 deduction made pursuant to this article.

134 **ARTICLE V – PROBATIONARY PERIOD**

135 Upon hire, every employee covered by this agreement shall serve a probationary period of 90 days.
136 The College may extend the probationary period up to an additional ninety-days for any reason it
137 determines warrants such an extension. Employees and the Union shall be notified upon the
138 completion of the probationary period.

139 **ARTICLE VI – PERSONNEL RECORDS**

140 An official personnel file shall be maintained by the Office of Human Resources. The file shall contain
141 copies of evaluations, commendations, letters, or other materials deemed appropriate by the College.

142 Employees may inspect their personnel file during regular office hours after providing at least one
143 workday's notice to the Office of Human Resources. A representative of the Union can review an
144 employee's personnel file after receiving a written, signed authorization from the employee authorizing
145 such review. Employees may receive copies of materials in their personnel files at the unit member's
146 cost, which will be no more than the amount reasonably calculated to cover the actual cost of providing
147 the service.

148
149 An employee shall have the right to place a written statement of explanation or rebuttal to any material
150 placed in his or her file. Disciplinary documents shall be signed or initialed by the employee before
151 placement in the personnel file, indicating the material has been read. In the event that the employee
152 refuses to sign, such will be noted on the document(s) and the document(s) will be placed in the
153 personnel file.

154 **ARTICLE VII – POSITION VACANCIES**

155 All College employment opportunities are posted on the Employment Opportunities page of the
156 College website and are available within the Paycom employee portal.

157 Applications from College employees will be subject to the same screening process as outside
158 applicants. In the formal recruitment process, preference will be given to a qualified employee of the
159 College when he/she is a finalist for a position and when all of the finalists present equal qualifications
160 at the conclusion of any interviews.

161 **ARTICLE VIII – WORKDAY, WORK WEEK, WORK YEAR**

162 8.1 Work Week

163 The Oregon Coast Community College work week is established as 12:00 a.m. Sunday through 11:59
164 p.m. Saturday.

166 8.2 Workday

167 The standard full-time workday at Oregon Coast Community College is eight (8) hours and the regular
168 work week is forty (40) hours. The College retains discretion to set schedules according to the needs of
169 the College, including, without limitation, determining the days on which the College is open or
170 closed.

172 8.3 Flexible Schedule

173 A unit member may request an alternate work schedule. The schedule must be requested in writing and
174 approved by the appropriate supervisor. Nothing in this paragraph precludes the College from setting
175 schedules according to the need of the College. No grievance may be submitted concerning a
176 determination concerning a requested flexible schedule.

178 8.4 Breaks and Meal Periods

179 Employees will receive break and meal periods at or greater than the minimum prescribed schedule
180 under regulations of the Oregon Bureau of Labor and Industries.

182 8.5 Schedule Changes

183 When the College determines it is necessary to make a schedule change that affects all unit members
184 for a period of greater than two calendar months, it will strive to provide employees at least forty-five
185 (45) days' notice.

186

ARTICLE IX – VACATION

187 A. Full-time employees shall accrue vacation hours at the following rates:

During this period:	Days of Vacation	Vacation Accrued per month
0-36 months	12	8 hours per month
37-84 months	18	12 hours per month
85 months or longer	24	16 hours per month

188

189 B. Part-time employees shall have their vacation accrual pro-rated according to the percentage of FTE
190 they work.

191

192 C. Vacation accrual shall apply only during months in which the employee is in a paid status (either
193 actively at work or on approved paid sick or vacation leave) for more than half the working days of
194 that month.

195 D. Vacation leave must be scheduled in advance and must have supervisory approval. Vacation leave
196 shall be granted or denied based on the operational requirements of the department.

197

198 E. Vacation hours may accrue to a maximum of 160 hours, which will be paid out at the termination
199 of employment. Employees must use any excess vacation hours within 30 days of reaching
200 maximum accrual.

201 F. Upon termination, resignation, or a reduction in work hours which affects eligibility for vacation
202 accrual, employees shall receive cash compensation for unused vacation hours up to the maximum
203 accrual. If the employee is terminated during the probation period, the employee shall not be
204 eligible to receive any compensation time for accrued vacation time.

205

206 G. In the event of an employee's death, all monies due for accumulated but unused vacation shall be
207 paid to the decedent's estate.

208

ARTICLE X – HOLIDAYS

209 A. Oregon Coast Community College recognizes the following holidays:

- 210 Labor Day
- 211 Veteran's Day
- 212 Thanksgiving Day
- 213 Day after Thanksgiving
- 214 Day before Christmas
- 215 Christmas Day
- 216 New Year's Eve Day
- 217 New Year's Day
- 218 Martin Luther King Day
- 219 President's Day
- 220 Memorial Day
- 221 Independence Day

222

223 B. For each year of the contract, the College also recognizes as holidays under this section, the days
224 between Christmas Day and New Year's Eve Day.

225

- 226 C. Employees shall be paid for those holidays which fall within their normal work year not to exceed
227 eight (8) hours per holiday. If the College is on a four-ten-hour-day schedule during the 4th of July
228 holiday, full-time employees shall be paid up to 10 hours for that holiday. Part-time employees
229 shall have the 10 hours for the 4th of July pro-rated according to their FTE appointment.
230
- 231 D. Part-time employees shall have their holiday hours front-loaded in Paycom at the beginning of each
232 fiscal year. These holiday hours shall be pro-rated according to the percentage of appointed FTE.
233 These hours are designated for holidays only, not to exceed 8 hours per holiday. To use holiday
234 hours, employees must be in paid status (either actively at work or on approved paid sick or
235 vacation leave) for more than half the working days of the month in which the holiday occurs.
236 Holiday hours shall expire at the end of the fiscal year if not used. Holiday hours used, but not yet
237 earned, shall be deducted from a final check in the event of a separation.
238
- 239 E. When holidays occur on a Saturday, the preceding workday is observed as a holiday. When
240 holidays occur on Sunday, the following workday is observed as a holiday.
241
- 242 F. If an employee has agreed to work on a designated holiday, they will be compensated at double-
243 time in lieu of holiday pay.
244
- 245 G. If a holiday occurs during an employee's authorized paid absence, the holiday will be paid and not
246 charged against sick or vacation time. Holidays occurring during leave without pay will be unpaid.
247

ARTICLE XI –LEAVES OF ABSENCE

248 For the purpose of this article an immediate family member is defined as a parent, step-parent, spouse,
249 domestic partner, child, step-child, (when the employee serves in a parental relationship), grandchild,
250 brother, sister, grandparent, son-in-law, or daughter-in-law. The definition of a child will include
251 members of the household who are legally placed foster children or dependents for whom the
252 employee or employee's spouse is legal guardian. In-law relationships shall also include those who are
253 related to an employee through a domestic partner.

254 11.1 Sick Leave

255 A. Accrual: Full-time employees shall accrue sick leave at a rate of .04615 per hour worked, up to a
256 maximum accrual of 96 hours per year. Part-time employees eligible for benefits shall accrue sick
257 leave hours pro-rated by the percentage of their FTE appointment. Part-time employees not
258 eligible for benefits shall accrue sick leave at the rate of one (1) hour of sick leave for every thirty
259 (30) hours worked as outlined in Oregon Sick Leave Law. Sick leave shall accrue from the first
260 day of employment, however it may be used only upon successful completion of the initial ninety
261 (90) day probationary period.
262

263 For full-time and part-time employees who are eligible for benefits, to earn their full sick leave
264 accrual for a given month, they must be in a paid status (either actively at work or on approved
265 paid leave) for more than half of their scheduled workdays in that month. If they are not in a paid
266 status for more than half their scheduled workdays in a given month, then they shall accrue sick
267 leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked as outlined in
268 Oregon Sick Leave Law. Unused sick leave shall accumulate for an unlimited number of hours.
269

270

271 B. Use: Sick leave may be taken to prevent loss of income as a result of absences due to illness,
272 injury, medical or dental appointments or when the health of others will be affected due to the
273 employee's condition.

274
275 Sick leave may also be taken to prevent loss of income resulting from absence due to an illness,
276 injury, medical or dental appointment of an employee's immediate family member.
277

278 11.2 Personal Leave

279 Employees who have completed their initial ninety (90) day probationary period shall receive sixteen
280 (16) personal leave hours per fiscal year. During the first year of eligibility, employees who are hired
281 during the second half of the fiscal year will receive one-half of the leave accrual. Personal leave must
282 be used prior to the end of the fiscal year. Part-time employees will receive personal leave based on a
283 percentage of their FTE appointment.

284 11.3 Leaves under Federal and Oregon Law

285 The College will provide employees eligible for leave under federal and state law leave to which they
286 are legally entitled.

287 11.4 Bereavement Leave

288 After completion of the initial ninety (90) day probationary period, employees shall be allowed up to
289 five (5) days of paid leave due to the death of an immediate family member.
290

291 11.5 Education Leave

292 Educational leave may be granted to an employee at the discretion of the College President for the
293 purpose of educational development. Educational development may include, but is not limited to:
294 obtaining professional certification, licensing, short-term training, or pursuing an educational
295 certificate or degree. This is unpaid leave separate and distinct from Tuition Waiver and Tuition
296 Reimbursement described in Articles XV and XVI.
297

298 11.6 Legal Leave

299 Employees required to appear in court or hearings due to a call to jury duty, a subpoena to appear to
300 testify where the employee is not personally the plaintiff, the defendant or the object of investigation
301 shall be allowed to attend without loss of pay. Any per diem fees paid for such duty shall be paid to the
302 college.
303

304 11.7 Emergency Closure

305 Unless the College locations have been declared closed, employees are expected to report to work. If
306 the College is declared closed due to reasons of an emergency nature, the employees shall suffer no
307 loss of pay up to forty (40) hours per fiscal year.
308

309 11.8 Inclement Weather

310 College Closed: In the event of a full or partial-day closure due to inclement weather, the employee
311 shall suffer no loss of pay up to their regularly scheduled hours for the day(s) up to forty (40) hours per
312 fiscal year.
313

314 College Open: If an employee deems that they would not be safe traveling to work, they must notify
315 their supervisor. With supervisor approval, employees may either make up the hours during the work
316 week or substitute vacation or personal leave for the hours of work missed.
317
318

319

ARTICLE XII – EVALUATIONS

320 The College may, at its discretion, conduct performance evaluations which will include a review of the
321 employee's position description. A unit member may request an evaluation if the unit member has not
322 been evaluated in the previous fourteen (14) months. The Supervisor shall perform the evaluation
323 within one calendar month of the request or a written response as to why the evaluation is not
324 necessary.

325 Supervisors shall provide the employee a minimum of two (2) days' notice prior to meeting to formally
326 discuss a performance evaluation. The supervisor shall discuss the evaluation and provide the
327 employee with a copy. The official copy will be placed in the employee's personnel file. The
328 employee will sign the performance evaluation which acknowledges that he or she has read and
329 understands the contents. The employee's signature does not constitute agreement with the evaluation
330 but confirms that the employee has read and understands its content. The form will indicate the
331 agreement or disagreement of the employee with the content of the evaluation and the employee will
332 have the opportunity to provide written comments. A grievance concerning a performance evaluation
333 shall be limited to an allegation that the evaluation was done in bad faith.

334

ARTICLE XIII – DISCIPLINARY AND DISMISSAL PROCEDURES

335 A. During the probation period, employee's employment is at will and the College may end the
336 employee's employment for any legal reason or no reason at all. An employee may not grieve a
337 dismissal that occurs during the probationary period.

338 B. Disciplinary action, after the probationary period, shall only be taken for just cause.

339

340 "Just cause" includes that:

- 341 ○ the employee knew or should have known that the act or acts engaged in were impermissible,
- 342 ○ the College had evidence that the act or acts occurred,
- 343 ○ the College provided the employee with an opportunity to provide information concerning the
344 College's concerns.
- 345 ○ the College did not act in an arbitrary or capricious manner

346

347 C. The parties agree that inadequate performance may be grounds for performance management and
348 possible dismissal, and that the College may dismiss an employee for inadequate performance
349 without formal discipline.

350

351 D. Prior to any adverse action, the employee shall be provided written notice outlining the
352 performance concerns and shall be given an appropriate amount of time to correct the outlined
353 deficiencies unless the performance concern is one that such notice and opportunity to improve is
354 not appropriate.

355

356 E. In the event a grievance is pursued to arbitration concerning dismissal based on inadequate
357 performance, the arbitrator will be limited to considering whether the College determined in good
358 faith that performance warranted dismissal.

359

360 F. Discipline actions may include:

- 361 ○ oral and written reprimands or warnings placed in the employee's personnel file
- 362 ○ demotion
- 363 ○ suspension
- 364 ○ dismissal

365
366 G. The College shall notify Union leadership of all written disciplines and non-probationary employee
367 dismissals.
368

369
370 **ARTICLE XIV – GRIEVANCE PROCEDURES**

371 The purpose of this procedure is to provide for an orderly and expeditious process to secure, at the
372 lowest possible level, solutions to disputes relating to interpretation of the Agreement.

373 14.1 Definitions

374 Grievant is defined as an employee or a group of employees who allege a violation of the terms of this
375 Agreement. The term grievant also includes the Union with respect to grievances growing out of an
376 alleged violation of its organizational rights under this Agreement, however, no grievance concerning
377 an alleged violation of organizational right is subject to arbitration.

378
379 Grievance is defined as an allegation that a specific section of this Agreement has been violated.
380

381 A grievance shall not include any matter as to which the College is without authority to act, any matter
382 for which a specific remedy has been prescribed by State and/or Federal Statute, or the dismissal of a
383 probationary employee. A grievance shall not include any claim that the employee did not receive
384 leave that the employee believes he or she is entitled to under federal or state law.
385

386 Days are defined as Monday through Friday, excluding Saturdays, Sundays and College observed
387 holidays. Days shall also mean those College workdays that occur during term breaks.
388

389 Occurrence is defined as when the grievant knew or reasonably should have known of the event giving
390 rise to the violation.
391

392 14.2 Process

393 Informal Resolution: Whenever possible, grievances shall be discussed with the immediate supervisor
394 who has the authority to resolve the issue.
395

396 STEP ONE: The grievance shall be submitted in writing to the Office of Human Resources within (20)
397 days of the occurrence. The grievance document shall set forth a statement of the grievance and the
398 alleged facts involved, relevant dates, applicable provisions of the agreement violated and the relief
399 sought. A written decision shall be provided to the grievant and the Union within (10) days.
400

401 STEP TWO: In the event that the grievance is not resolved at step one, the grievant shall submit the
402 written grievance and supporting documentation to the College President within ten (10) days of
403 receipt of the Office of Human Resources or designee's written response at step one. The President
404 shall provide a written response with ten (10) days.
405

406 STEP THREE: If the step two decision is not acceptable to the Union, the Union shall notify the
407 President within ten (10) days that the grievance be submitted to final and binding arbitration.
408

409 Time Limits: Failure of the College at any step of the procedure to communicate a decision in writing
410 within the specified time limits shall permit the grievant to proceed to the next step. Failure of the
411 grievant at any step of the procedure to appeal the grievance to the next step within the specified time

412 limit shall deem the grievance resolved. Time limits at any step in the grievance procedure may be
413 extended if mutually agreed to in writing by the parties.

414 14.3 Arbitration

415 Within twenty (20) days after a written notice of arbitration the parties shall request that the Oregon
416 Employment Relations Board furnish a list of seven (7) Oregon and Washington arbitrators and, upon
417 receipt, alternately strike names until one (1) remains, and submit the matter to arbitration. The parties
418 may mutually select an arbitrator without requesting a list of arbitrators.

419
420 The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. The
421 powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been
422 violated. The decision of the arbitrator shall be binding on all parties.

423
424 The arbitration hearing shall be set on a date or time that ensures that the grievant and union's
425 witnesses providing testimony at hearing shall suffer no loss of pay.

426
427 The fees and expenses of the arbitrator shall be shared equally by the parties.

428 **ARTICLE XV – TUITION WAIVERS**

429 Unit members who work twenty (20) hours per week or more and who are not on a paid or unpaid
430 leave of absence (except for leaves protected by federal or state statutes providing entitlements to
431 leave, which does not include the Americans With Disabilities Act) may have their tuition waived for
432 15 credits or up to \$600 of non-credit classes each term for classes offered by the College. Classes not
433 offered directly by the College such as Ed2Go, hosted online classes, and SBDC, shall be made
434 available at the cost, if any, incurred by the College.

435 Employee dependents, (defined by the IRS as spouse, domestic partner, and/or a qualifying child), may
436 use the tuition waiver benefit.

437
438
439

440 **ARTICLE XVI – TUITION REIMBURSEMENT/ADVANCE**

441 Unit members who work 20 hours per week or more may apply for tuition reimbursement for courses,
442 seminars or other study. Reimbursement applies to tuition only; costs incurred in attending classes,
443 fees, mileage, lodging, books supplies, etc. are not reimbursable items. Such courses must relate
444 directly to the employee's area of professional expertise. Reimbursement must be approved in advance
445 by the President and the member's immediate supervisor. Unit members utilizing this benefit must
446 provide the College, in advance, on a term-by-term basis, a plan of courses to be taken and any work
447 time that must be missed to accommodate this schedule. Appropriate receipts must be submitted with
448 the request for reimbursement or, with sufficient verification, the College may write the check to be
449 payable directly to the scholastic institution(s).

450 Reimbursement will be limited to the equivalent cost of nine quarter hours per year.

451
452 A grade of A, B, C, P, or S must be earned unless the class is non-credit or non-graded. Verification of
453 the final grade must be submitted upon completion of the class. If a unit member fails to achieve such a
454 grade or fails to complete a proposed plan of courses, the unit member will reimburse the College for
455 all previously paid tuition.

456

ARTICLE XVII – TRAVEL REIMBURSEMENT

457 When employees are required by the College, as part of their job, to use their personal vehicles for
458 College business, or travel between college work sites, they shall be reimbursed according to the
459 College Travel Policy which follows the privately-owned-vehicle mileage reimbursement rates as set
460 forth by the General Services Administration (GSA).

461

ARTICLE XVIII – PAY DAY

462 On the 5th of each month, all Classified employees will be paid for the actual hours worked in the
463 previous month. If the 5th falls on a weekend, payday will be the preceding Friday.

464 The union acknowledges that any deduction from a final check is authorized under ORS 652.610(1)(d)
465 as in effect at the time of effectiveness of this Agreement.

466

ARTICLE XIX – COMPENSATION

467 The College will place new hires on the pay schedule that is attached as Appendix A. The schedule
468 will include the elimination of steps 1 & 2.

469 Effective July 1, 2019, and on July 1 in the subsequent year covered by this agreement, all current
470 employees, will advance two steps (a 4% increase) on the pay schedule. Additionally, in each year of
471 the contract a 2% structural adjustment shall be applied to the pay schedule.

472

ARTICLE XX – BENEFITS

473 Medical, Dental, Vision

474 For employees with a .75 – 1.0 FTE appointment, the College will pay the monthly premium for
475 medical, dental and vision coverage up to a maximum of:

476 Employee Only - \$640

477 Employee and Children - \$1,050

478 Employee and Spouse/Domestic Partner - \$1,100

479 Employee, Spouse/Domestic Partner and Children - \$1,540

480

481 Employees with a .5 - .74 FTE appointment will have a monthly premium paid by the College prorated
482 to the percentage of appointment.

483

484 If an employee chooses not to take any of the mandated employer insurance (medical, dental, vision),
485 if permitted by law, \$100 per month shall be deposited into a Section 403-b account on behalf of the
486 employee.

487

488 The Benefits Advisory Committee (a representational committee) will meet annually to review and
489 advise upon any changes to the College-offered benefits.

490

491

ARTICLE XXI – RECLASSIFICATION

492 If a unit member believes that his or her position is not properly classified under the College's salary
493 schedule, the unit member may make a formal written request to his or her supervisor, on a form

494 prepared by the College, to review the classification. The reclassification form shall be available either
495 on the College website at www.oregoncoastcc.org or through the Office of Human Resources.

496 An employee may not make a formal request for a review more than once every two (2) years. The
497 supervisor will meet with the employee within thirty (30) calendar days of receiving the completed
498 reclassification form to review the request and a determination concerning the request will be made
499 within sixty (60) calendar days of receipt of the completed reclassification form. The employer can
500 extend the deadline for a final determination by up to thirty (30) additional days by notifying the
501 employee of the need for additional time prior to the sixty (60) day deadline.

502 **ARTICLE XXII – RETIREMENT**

503 In accordance with established PERS directives, the College provides a retirement plan through the
504 Public Employees Retirement System (PERS). PERS membership is available to employees who are
505 appointed to PERS qualifying positions. OCCC will pay the employer contribution and will,
506 additionally, "pick-up" the employee contribution to the plan for eligible members. Part-time
507 employees appointed to positions which do not meet this requirement may still be eligible if working
508 concurrently for another PERS covered employer.

509 **ARTICLE XXIII – NONDISCRIMINATION**

510 The College is committed to providing equal employment opportunity through the practice of non-
511 discrimination with regard to race, color, sex, sexual orientation, religion, age, national origin, marital
512 status, disability or any other status protected by law. The College is committed to providing
513 reasonable accommodation to qualified individuals with disabilities in accordance with applicable law.

514 **ARTICLE XXIV – LAYOFF OF STAFF**

515 A. The College may lay off a unit member because of abolition of position, shortage of funds or work,
516 a material change in duties, or changes in the organization the College determines warrant a layoff.
517 In the event employee reductions become necessary the College will notify the Union and the
518 affected employee(s) at least 14 days in advance of any layoff. A layoff is defined as elimination
519 of a position or positions or a reduction of the overall employment hours from 20 hours or above to
520 less than 20 hours. Duties performed in conjunction with laid-off positions may be reassigned to
521 other employees if those duties are appropriate to the other employees' classifications.

522 B. No temporary or permanent separation of a unit member from the College as a penalty or
523 disciplinary action will be considered a layoff.

524 C. Laid-off unit members will be eligible for recall to their former positions up to 12 months from the
525 date of lay off. The laid-off unit member will be responsible for maintaining with the College a
526 current address, e-mail address, and telephone number where the member can be contacted.
527

528 D. If recall is offered the offer shall be sent by certified mail; any laid-off unit member offered a
529 recalled position must confirm acceptance of his/her former position within to five business days of
530 receipt of the offer. The unit member must be available to report to work within 15 days or he/she
531 will forfeit all recall rights. Failure to confirm acceptance will also result in forfeiture of recall
532 rights.
533

534 E. Employees returning from a layoff shall have previously accrued sick leave reinstated.
535 Participation and/or eligibility for PERS benefits will be governed by PERS rules and regulations
536 existing at the time of the recall.

537 **ARTICLE XXV – STRIKES/LOCKOUTS**

538 The bargaining unit employees agree that during the term of this Agreement they will not call,
539 encourage, support, or in any way be involved in any form of strike, boycott, slowdown, work
540 stoppage or picketing and the College will not lock out employees.

541 **ARTICLE XXVI – SCOPE OF THE AGREEMENT**

542 This Agreement modifies or replaces the College's policies and practices which are in conflict with a
543 provision of the Agreement.

544 The parties agree that they have had full opportunity to negotiate over mandatory subjects of
545 bargaining and that all agreements reached during bargaining are reflected in this Agreement. After
546 ratification, this Agreement shall not be modified in whole or in part except by the mutual consent of
547 the parties in a written agreement.

548 **ARTICLE XXVII – SEPARABILITY**

549 If any provision(s) of this Agreement are declared invalid by any court or State administrative law
550 body with jurisdiction to make such a declaration, the provision(s) shall no longer be operative or
551 binding on the parties, but the remainder of the Agreement shall be of full force and effect.

552 **ARTICLE XXVIII – DURATION**

553 Unless otherwise noted, this Agreement shall take effect on the first day of the month following
554 ratification by both parties and shall remain in full force and effect until through June 30, 2021.

555 AFT-Oregon Coast

556 United Employees, Local 6020, AFT,

557 AFL-CIO

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Oregon Coast Community College

By:  - Blake Hagan

By: 
Dr. Birgitta Ryslinge, President

6.27.2019

7-1-2019

Date

Date

OREGON COAST COMMUNITY COLLEGE
Support Staff (Classified/Non-Exempt)
Effective July 1, 2019
Includes 2% Structural Adjustment

ANNUAL PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
B	24,462	24,951	25,450	25,959	26,478	27,008	27,548	28,099	28,661	29,234	29,819	30,415	31,024	31,644	32,277	32,923	33,581	34,253	34,938	35,637	36,349
C	26,297	26,823	27,359	27,906	28,464	29,034	29,614	30,207	30,811	31,427	32,055	32,697	33,351	34,018	34,698	35,392	36,100	36,822	37,558	38,309	39,075
D	28,269	28,834	29,411	29,999	30,599	31,211	31,835	32,472	33,122	33,784	34,460	35,149	35,852	36,569	37,300	38,046	38,807	39,583	40,375	41,182	42,006
E	30,389	30,997	31,617	32,249	32,894	33,552	34,223	34,907	35,606	36,318	37,044	37,785	38,541	39,311	40,098	40,900	41,718	42,552	43,403	44,271	45,157
F	32,668	33,322	33,988	34,668	35,361	36,068	36,790	37,526	38,276	39,042	39,822	40,619	41,431	42,260	43,105	43,967	44,847	45,743	46,658	47,591	48,543
G	35,118	35,821	36,537	37,268	38,013	38,774	39,549	40,340	41,147	41,970	42,809	43,665	44,539	45,429	46,338	47,265	48,210	49,174	50,158	51,161	52,184
H	37,752	38,507	39,277	40,063	40,864	41,682	42,515	43,365	44,233	45,117	46,020	46,940	47,879	48,837	49,813	50,810	51,826	52,862	53,919	54,998	56,098
I	40,584	41,395	42,223	43,068	43,929	44,808	45,704	46,618	47,550	48,501	49,471	50,461	51,470	52,499	53,549	54,620	55,713	56,827	57,963	59,123	60,305

MONTHLY PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
B	2,039	2,079	2,121	2,163	2,207	2,251	2,296	2,342	2,388	2,436	2,485	2,535	2,585	2,637	2,690	2,744	2,798	2,854	2,911	2,970	3,029
C	2,191	2,235	2,280	2,326	2,372	2,419	2,468	2,517	2,568	2,619	2,671	2,725	2,779	2,835	2,891	2,949	3,008	3,068	3,130	3,192	3,256
D	2,356	2,403	2,451	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047	3,108	3,171	3,234	3,299	3,365	3,432	3,501
E	2,532	2,583	2,635	2,687	2,741	2,796	2,852	2,909	2,967	3,026	3,087	3,149	3,212	3,276	3,341	3,408	3,476	3,546	3,617	3,689	3,763
F	2,722	2,777	2,832	2,889	2,947	3,006	3,066	3,127	3,190	3,253	3,319	3,385	3,453	3,522	3,592	3,664	3,737	3,812	3,888	3,966	4,045
G	2,927	2,985	3,045	3,106	3,168	3,231	3,296	3,362	3,429	3,497	3,567	3,639	3,712	3,786	3,861	3,939	4,017	4,098	4,180	4,263	4,349
H	3,146	3,209	3,273	3,339	3,405	3,473	3,543	3,614	3,686	3,760	3,835	3,912	3,990	4,070	4,151	4,234	4,319	4,405	4,493	4,583	4,675
I	3,382	3,450	3,519	3,589	3,661	3,734	3,809	3,885	3,963	4,042	4,123	4,205	4,289	4,375	4,462	4,552	4,643	4,736	4,830	4,927	5,025

HOURLY PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
B	11.76	12.00	12.24	12.48	12.73	12.98	13.24	13.51	13.78	14.06	14.34	14.62	14.92	15.21	15.52	15.83	16.14	16.47	16.80	17.13	17.48
C	12.64	12.90	13.15	13.42	13.68	13.96	14.24	14.52	14.81	15.11	15.41	15.72	16.03	16.35	16.68	17.02	17.36	17.70	18.06	18.42	18.79
D	13.59	13.86	14.14	14.42	14.71	15.01	15.31	15.61	15.92	16.24	16.57	16.90	17.24	17.58	17.93	18.29	18.66	19.03	19.41	19.80	20.20
E	14.61	14.90	15.20	15.50	15.81	16.13	16.45	16.78	17.12	17.46	17.81	18.17	18.53	18.90	19.28	19.66	20.06	20.46	20.87	21.28	21.74
F	15.71	16.02	16.34	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92	20.32	20.72	21.14	21.56	21.99	22.43	22.88	23.34
G	16.88	17.22	17.57	17.92	18.28	18.64	19.01	19.39	19.78	20.18	20.58	20.99	21.41	21.84	22.28	22.72	23.18	23.64	24.11	24.60	25.09
H	18.15	18.51	18.88	19.26	19.65	20.04	20.44	20.85	21.27	21.69	22.12	22.57	23.02	23.48	23.95	24.43	24.92	25.41	25.92	26.44	26.97
I	19.51	19.90	20.30	20.71	21.12	21.54	21.97	22.41	22.86	23.32	23.78	24.26	24.75	25.24	25.74	26.26	26.78	27.32	27.87	28.42	28.99

OREGON COAST COMMUNITY COLLEGE
Support Staff (Classified/Non-Exempt)
Effective July 1, 2020
Includes Structural Adjustment of 2%

ANNUAL PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
B	24,945	25,444	25,952	26,472	27,001	27,541	28,092	28,654	29,227	29,811	30,407	31,016	31,636	32,269	32,914	33,572	34,244	34,929	35,627	36,340	37,067
C	26,816	27,352	27,899	28,457	29,026	29,607	30,199	30,803	31,419	32,047	32,688	33,342	34,009	34,689	35,383	36,090	36,812	37,548	38,299	39,065	39,847
D	28,827	29,403	29,991	30,591	31,203	31,827	32,464	33,113	33,775	34,451	35,140	35,842	36,559	37,290	38,036	38,797	39,573	40,364	41,172	41,995	42,835
E	30,989	31,609	32,241	32,886	33,543	34,214	34,898	35,596	36,308	37,034	37,775	38,531	39,301	40,087	40,889	41,707	42,541	43,392	44,260	45,145	46,048
F	33,313	33,979	34,659	35,352	36,059	36,780	37,516	38,266	39,031	39,812	40,608	41,420	42,249	43,094	43,956	44,835	45,731	46,646	47,579	48,531	49,501
G	35,811	36,528	37,258	38,003	38,763	39,539	40,329	41,136	41,959	42,798	43,654	44,527	45,417	46,326	47,252	48,197	49,161	50,145	51,147	52,170	53,214
H	38,497	39,267	40,053	40,854	41,671	42,504	43,354	44,221	45,106	46,008	46,928	47,866	48,824	49,800	50,796	51,812	52,848	53,905	54,984	56,083	57,205
I	41,385	42,212	43,056	43,918	44,796	45,692	46,606	47,538	48,489	49,458	50,447	51,456	52,486	53,535	54,606	55,698	56,812	57,948	59,107	60,289	61,495

MONTHLY PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
B	2,079	2,120	2,163	2,206	2,250	2,295	2,341	2,388	2,436	2,484	2,534	2,585	2,636	2,689	2,743	2,798	2,854	2,911	2,969	3,028	3,089
C	2,235	2,279	2,325	2,371	2,419	2,467	2,517	2,567	2,618	2,671	2,724	2,778	2,834	2,891	2,949	3,008	3,068	3,129	3,192	3,255	3,321
D	2,402	2,450	2,499	2,549	2,600	2,652	2,705	2,759	2,815	2,871	2,928	2,987	3,047	3,108	3,170	3,233	3,298	3,364	3,431	3,500	3,570
E	2,582	2,634	2,687	2,740	2,795	2,851	2,908	2,966	3,026	3,086	3,148	3,211	3,275	3,341	3,407	3,476	3,545	3,616	3,688	3,762	3,837
F	2,776	2,832	2,888	2,946	3,005	3,065	3,126	3,189	3,253	3,318	3,384	3,452	3,521	3,591	3,663	3,736	3,811	3,887	3,965	4,044	4,125
G	2,984	3,044	3,105	3,167	3,230	3,295	3,361	3,428	3,497	3,566	3,638	3,711	3,785	3,860	3,938	4,016	4,097	4,179	4,262	4,348	4,434
H	3,208	3,272	3,338	3,404	3,473	3,542	3,613	3,685	3,759	3,834	3,911	3,989	4,069	4,150	4,233	4,318	4,404	4,492	4,582	4,674	4,767
I	3,449	3,518	3,588	3,660	3,733	3,808	3,884	3,961	4,041	4,122	4,204	4,288	4,374	4,461	4,550	4,642	4,734	4,829	4,926	5,024	5,125

HOURLY PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
B	12.00	12.23	12.48	12.73	12.98	13.24	13.51	13.78	14.05	14.33	14.62	14.91	15.21	15.51	15.82	16.14	16.46	16.79	17.13	17.47	17.82
C	12.89	13.15	13.41	13.68	13.95	14.23	14.52	14.81	15.11	15.41	15.72	16.03	16.35	16.68	17.01	17.35	17.70	18.05	18.41	18.78	19.16
D	13.86	14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.79	20.19	20.59
E	14.90	15.20	15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.81	18.16	18.52	18.89	19.27	19.66	20.05	20.45	20.86	21.28	21.70	22.14
F	16.02	16.34	16.66	17.00	17.34	17.68	18.04	18.40	18.77	19.14	19.52	19.91	20.31	20.72	21.13	21.56	21.99	22.43	22.87	23.33	23.80
G	17.22	17.56	17.91	18.27	18.64	19.01	19.39	19.78	20.17	20.58	20.99	21.41	21.84	22.27	22.72	23.17	23.64	24.11	24.59	25.08	25.58
H	18.51	18.88	19.26	19.64	20.03	20.43	20.84	21.26	21.69	22.12	22.56	23.01	23.47	23.94	24.42	24.91	25.41	25.92	26.43	26.96	27.50
I	19.90	20.29	20.70	21.11	21.54	21.97	22.41	22.85	23.31	23.78	24.25	24.74	25.23	25.74	26.25	26.78	27.31	27.86	28.42	28.99	29.57

APPENDIX B

OREGON COAST COMMUNITY COLLEGE

Memorandum of Understanding

Casual Employees

Oregon Coast Community College does not desire nor intend to use the Classified employee class to supplant current or new Classified positions. It is our goal that when Classified-type workload requirements are regular (predictable throughout a year) and continuing (expected for the years to come), the College will create and staff new, regular Classified positions contingent on resource availability.

Recognizing that there will be on-going circumstances in which the “regular and continuing” standard is either not met or not yet met, the College seeks to establish the category of “Casual Employees.”

A casual employee is an employee with an assignment that does not exceed 599 hours per year, and whose assignment automatically ends on June 30th of each fiscal year.

In addition, casual employees:

- Are not be included in the AFT-Oregon Coast United Employees, Local 6020, AFT, AFL-CIO bargaining unit;
- The total FTE of casual assignments at any given time will not exceed 20% of the total FTE of the Classified Support Staff group.
- Do not receive benefits except for the minimums set forth by Federal and State law; and
- Are not the same as “temporary” employees (defined as represented, fixed-duration employees, for example those hired through a grant).

Examples where the College would use Casual employees at a Classified level (categories are not mutually exclusive):

1. Student employees
2. A short-term (less than 6 months) vacancy in a regular, represented position. Examples:
 - Position is vacated due to retirement or resignation, and the program or area workload requires that the work continue to be performed while the search process for a new permanent hire moves forward.
 - Regular employee in a position is on leave and will return.
3. When a new staffing structure is in development, pending a new permanent structure, which could include new Classified positions if a final determination to implement the structure is made.
4. For work that is by nature, filled by transitory employees, where there is high turnover both because the work requires very recent exposure, and also because the people

typically seeking the work are in transition. Examples would be tutoring or aquarists where the work is most frequently done by students or recent graduates.

5. For Seasonal/Intermittent/Project needs where there is work to be done on occasion and not necessarily according to a regular, ongoing, defined schedule. Examples would be:
 - Seasonal landscaping or one-time facilities support
 - Intermittent technical work related to program equipment (such as in Aquarium Science or Nursing).
 - One-time, clerical project work such as scanning document batches.
6. Intermittent work that relies on a pool of specialists, for example musical accompanists or lab equipment repair or maintenance.

The College will provide to the Union the name, date of hire, position title, associated FTE, pay rate and duration of the assignment for any casual hires at the Classified level.